

TRUST AGREEMENT

This Agreement is made and entered into this 23rd day of September, 1998, by and between **Harry Hugh Malone and Edith P. Malone**, of Shelby County, Tennessee, as Grantors, and **Edith P. Malone**, of Shelby County, Tennessee, as Trustee. This trust shall be known as the "**MALONE CHARITABLE REMAINDER TRUST**" ("**Trust**"), within the meaning of Section 6 of Rev. Proc. 90-31 and section 664(d)(2) and (3) of the Internal Revenue Code of 1986, as amended ("**Code**"), and the Treasury Regulations thereunder (the "**Regulations**").

The Grantors hereby transfer, convey and contribute to the Trustee the property described in the attached Schedule A (the "**Farmland**"). That property, and any and all additional property added to this Trust, shall be held and disposed of upon the following terms and provisions:

ARTICLE I

The Trust under this instrument is irrevocable.

ARTICLE II

2.1 In each taxable year of the Trust, the Trustee shall pay to the Grantors, **Harry Hugh Malone and Edith P. Malone**, (the "**Unitrust Recipients**"), during the period of their lifetimes, initially the amount payable under subsection 2.1(a)(subject to any applicable adjustments as provided in this Agreement for short tax years, subsequent contributions of property or otherwise) and, if subsection 2.1(b) becomes applicable, then the payment amount calculation method shall change (the "**Change of Method**" or "**Flip**") and for the remaining period the amount payable hereunder shall be the amount calculated under subsection 2.1(b)(subject to any applicable adjustments as provided in this Agreement for short tax years, subsequent contributions of property or otherwise)(such applicable amount is referred to herein as the "**Unitrust Amount**").

(a) Subject to the Change of Method and Flip to calculating the Unitrust Amount pursuant to the provisions of subsection 2.1(b) below, the Trustee shall pay a Unitrust Amount equal to the amount of Trust income for the taxable year, as defined in section 643(b) of the Code and the Regulations thereunder, to the extent that such amount is not more than seven percent (7%) of the net fair market value of the Trust assets (the "**Asset Value**") valued as of the first business day of such taxable year (the "**Valuation Dates**").

(b) The Trustee shall pay an amount equal to seven percent (7%) of the Asset Value valued annually as of the Valuation Dates if:

(1) at least ninety percent (90%) of the fair market value of this Trust's assets held in the Trust immediately after either the initial contribution or any subsequent contribution (made prior to the Change in Method, being the date provided for in subsection (2) of this subsection (b) for application of this subsection (b)) as provided for in Article V below, to the Trust consists of "**Unmarketable Assets**", as hereinafter defined;

(2) the Change in Method and Flip shall be triggered by the earlier to occur of:

(i) the sale or exchange of the Farmland which was contributed to this Trust on its creation; or

(ii) the sale or exchange of Unmarketable Assets owned by the Trust, if immediately after such sale or exchange the fair market value of any remaining Unmarketable Assets totals fifty percent (50%) or less of the total fair market value of the Trust's assets (as valued as of the most recent valuation date prior to such sale or exchange);

(3) the Change of Method and Flip shall take effect at the beginning of the first day of the first taxable year immediately following the year in which such earlier sale or exchange under subparagraph 2.1(b)(2)(i) or (ii) above occurs; and

(4) following the Trust's conversion as provided by the Change of Method and Flip, the Trustee shall pay under this Trust quarter-annually to the Unitrust Recipients the Unitrust Amount described only in subsection 2.1(b) and not any amount described in subsection 2.1(a) above.

(5) When used in this Agreement, the term "Unmarketable Assets" shall mean assets that are not cash, cash equivalents or marketable securities as defined in Section 713(c) of the Code and the applicable Regulations thereunder.

(c) Payments under subsection 2.1(a) or 2.1(b) above, as the case may be, to the Unitrust Recipients and to the survivor of them, shall be made to Grantors quarter-annually, payable at the end of the selected period during each taxable year of the Trust from income and, to the extent that income is not sufficient, from principal. Any income of the Trust for a taxable year in excess of the Unitrust Amount shall be added to principal. Upon the first Unitrust Recipient's death, the survivor Recipient shall be entitled to receive the entire Unitrust Amount.

2.2 If the net fair market value of the Trust assets is incorrectly determined by the Trustee for any taxable year, then within a reasonable period after the final determination of the correct value, the Trustees shall pay to the Unitrust Recipients or the survivor of them, in the case of an undervaluation or shall receive from the Unitrust Recipients, or the survivor of them, in the case of an overvaluation, an amount equal to the difference between the Unitrust amount properly payable and the Unitrust amount actually paid.

2.3 In the case of a taxable year which is for a period of less than 12 months (other than the taxable year in which the survivor of the Unitrust Recipients dies), the amount described in paragraph 2.1 shall be such amount multiplied by a fraction the numerator of which is the number of days in the taxable year for which the Unitrust amount is to be calculated and the denominator of which is 365 (366 if February 29 is a day included in the numerator). In the case

of the taxable year in which the survivor of the Unitrust Recipients dies, the amount described in paragraph 2.1 shall be such amount multiplied by a fraction the numerator of which is the number of days in the period beginning on the first day of such taxable year and ending on the date of death of the survivor of the Unitrust Recipients and the denominator of which is 365 (366 if February 29 is a day included in the numerator).

2.4 The first taxable year of the Trust shall begin with the date of this instrument and shall end on December 31, 1998. Subsequent taxable years and the Trust's fiscal year for all other relevant purposes shall be the calendar year.

2.5 The Trustee's obligation to make payments of the Unitrust Amount hereunder is limited to the Trust's assets.

2.6 (a) Upon the death of the survivor of the Unitrust Recipients, this Trust shall terminate, and the Trustee shall distribute all of the then principal and income of this Trust, other than any amount due the survivor of the Unitrust Recipients, to the hereinafter described charitable organizations (the "Charitable Organizations") as follows:

(1) Fifty-six percent (56%) of such principal and income to Mid America Baptist Theological Seminary, Memphis, Tennessee, or its successor organization;

(2) Twenty-two percent (22%) of such principal and income to the International Mission Board of the Southern Baptist Convention, Richmond, Virginia, or its successor organization; and

(3) Twenty-two percent (22%) of such principal and income to Bellevue Baptist Church, Cordova, Tennessee, or its successor organization.

(b) If, however, any of the Charitable Organizations named herein is not an exempt organization described in each of Sections 170(b)(1)(A), 170(c), 2055(a) and 2522(a) of the Code, and also the corresponding provisions of any subsequent federal tax laws, gifts to which would be deductible for federal income, gift and estate tax purposes, at the time when any amount is to be irrevocably transferred to it, said balance of the Trust for said institution or agency shall be applied (1) for the proportionate benefit of the remaining institutions or agencies, if any, named herein, or (2) if there are no such remaining organizations, to such one or more organizations described in sections 170(b)(1)(A), 170(c), 2055(a), and 2522(a) as the Trustee shall select in its sole discretion.

2.7 Except for the payment of the Trust amount to the Unitrust Recipients, and the survivor of them, the Trustee is prohibited from engaging in any act of self-dealing as defined in Section 4941(d) of the Code, from retaining any excess business holdings as defined in Section 4943(c) of the Code which would subject the Trust to tax under Section 4943 of the Code, from making any taxable expenditures as defined in Section 4945(d) of the Code and from making any

investments which would subject the Trust to tax under Section 4944(d) of the Code and the regulations thereunder. If Section 4942 of the Code is deemed applicable by reason of Section 508(e) of the Code or otherwise, the Trustee shall make distributions at such time and in such manner as not to subject the Trust to tax under Section 4942 of the Code.

ARTICLE III

3.1 If at any time any beneficiary to whom the Trustee is directed in this instrument to pay any unitrust amount is under legal disability or is in the opinion of the Trustee incapable of properly managing his/her affairs, the Trustee may use that amount for his/her comfortable support.

3.2 The Trustee either may expend directly any unitrust amount which it is authorized in this instrument to use for the benefit of any beneficiary, or may pay it over to him/her or for his/her use to his/her guardian, without responsibility for its expenditure.

3.3 The interests of the beneficiaries in principal or income shall not be subject to any claims of any creditor, any spouse for alimony or support, or any others, or to any legal process, and may not be voluntarily or involuntarily alienated or encumbered.

ARTICLE IV

4.1 In the administration of the Trust hereunder, and subject to any limiting provisions elsewhere provided hereunder, the Trustee shall have all the rights, powers and authority given to trustees by the Tennessee Code Annotated Section 35-50-110, including any amendments thereto, but the Trustee shall never have less rights and powers than the said statute presently gives to trustees; it being intended that the Trustee shall have unlimited and sole discretion to hold, manage, control, sell convey, encumber, invest and reinvest the trust estate. Without limitation of the foregoing, the Trustee is authorized to retain the property described in the attached Schedule A, or may sell the property and invest and reinvest the proceeds in any kind of property without diversification as to kind or amount and without regard to the limitations imposed by law on investments and may delegate any and all of its powers and duties as the Trustee, including the powers and duties as to investments. The Trustee is specifically authorized to invest in one or more common investment funds administered by the Trustee. However, the Trustee is prohibited from exercising any power or discretion granted under said laws that would be inconsistent with the qualification of the Trust under section 664(d)(1) of the Code and corresponding regulations.

4.2 Nothing in this instrument shall be construed to restrict the Trustee from investing the unitrust assets in a manner which could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of Trust assets.

4.3 No bond or other security shall be required of the Trustee, and the Trustee shall be liable only for willful misconduct

ARTICLE V

5.1 Additional property may be added to this Trust by gift, Will, or otherwise, but only with the consent of the Trustee; provided that if any additional contributions are made to this Trust after the initial contribution to this Trust, then the Unitrust Amount payable under subsection 2.1(a) or subsection 2.1(b) for the taxable year in which the additional assets are added to this Trust shall be calculated based upon the term "Asset Value" meaning the sum of (i) the net fair market value of Trust assets as of the Valuation Date (excluding the assets so added and any income from, or appreciation on, such assets), plus (ii) that proportion of the net fair market value of the assets so added that was excluded under (i) which the number of days in the period which begins with the date of contribution and ends with the earlier of the last day of the taxable year or date of death of the survivor of the Unitrust Recipients bears to the number of days in the period which begins on the first day of such taxable year and ends with the earlier of the last day in such taxable year or the date of death of the survivor of the Unitrust Recipients. In the case there is no Valuation Date after the time of contribution, the assets so added shall be valued at the time of contribution.

5.2 If any additional contribution is made by Will, the obligation to pay the Unitrust Amount with respect to such additional contribution shall commence with the date of death of the person under whose Will the additional contribution is made, but, payment of the Unitrust Amount may be deferred from such date of death until the end of the taxable year of this Trust in which occurs the complete funding of the additional contribution. Within a reasonable period after such time, the Trustee must pay to the Unitrust Recipients, or the survivor of them, as the case may be, in the case of an underpayment, or must receive from the Unitrust Recipients, or the survivor of them, in the case of an overpayment, the difference between:

(a) any Unitrust Amounts actually paid, plus interest, compounded annually, computed for any period at the rate of interest that the Treasury Regulations under Section 664 of the Code prescribe for the Trust for such computation for such period; and

(b) the Unitrust Amounts payable, determined under the method described in Section 1.664-1(a)(5)(i) of the Treasury Regulations, plus interest, compounded annually, computed for any period at the rate of interest that the Treasury Regulations under Section 664 of the Code prescribe for the Trust for such computation for such period.

The Unitrust Amounts payable shall be retroactively determined by using the taxable year, valuation method and Valuation Date adopted by the Trustee and following the rules specified in Section 1.664-1(a)(5)(i) of the Regulations.

ARTICLE VI

6.1 No federal estate taxes, state death taxes or any other estate, death or inheritance taxes (hereinafter referred to as "death taxes") with respect to this Trust shall be allocated to or be recoverable from the Trust. The Recipients impose an obligation on their estates to pay any

death taxes from sources other than this Trust and agree to so provide in their wills or in another way. This provision may be enforced by the survivor of the Recipients, the Trustee, or the charitable beneficiary or beneficiaries, acting alone or together.

6.2 The Recipients have provided for the payment of any death taxes from sources other than this Trust. Nevertheless, if for any reason the Trust becomes liable for death taxes upon the death of the first Recipient to die, the life interest of the surviving Recipient in the deceased Recipient's interest in the Trust shall take effect only if the surviving Recipient furnishes the funds for payment of any death taxes for which the trust may be liable. If the surviving Recipient fails to furnish those funds, the surviving Recipient shall be deemed to have predeceased the deceased Recipient for all other purposes of this agreement with respect to the deceased Recipient's interest in this Trust.

ARTICLE VII

7.1 In creating this Trust, the Recipients intend to obtain the full benefit of any income, gift and estate tax charitable contribution deductions to which they (and their estates) may be entitled under the Code and for the Trust to qualify as a charitable remainder unitrust under Section 664 of the Code and the regulations thereunder. Accordingly, this Trust shall be interpreted, valued, managed, invested, administered and in all other respects governed consistent with the Recipients' intent.

7.2 The Trustee shall have the power to amend or reform this instrument for the sole purpose of complying with the requirements of Section 664 of the Code and Section 1.664-1 and 1.664-3 of the Treasury Regulations, and any such amendment and reformation shall apply retroactively to the inception of the Trust.

7.3 (a) In the event of the inability or refusal to serve or continue serving after appointment of Edith P. Malone as Trustee, Donald Morgan shall serve as successor Trustee. In the event of the inability or refusal to serve or continue serving after appointment of Donald Morgan as Trustee, Bonnie Malone Clough shall serve as successor Trustee. The Grantors herewith expressly excuse each of the Trustees from giving bond in their capacities as such in the State of Tennessee or elsewhere.

(b) The initial Trustee and any successor shall be entitled to reasonable compensation for the services rendered, but no corporate or other entity Trustee shall receive more than set forth in the Trustee's published rate schedules in respect of this type of trust which is current at the time or times such compensation is payable.

(c) The Trustee shall select and appoint an independent, qualified party ("Appraiser") for the purpose of making any and all valuations of Trust assets which do not have an objective ascertainable value (such as real estate) required hereunder including, but not limited to, such annual determinations of value. The Appraiser's determinations as to value shall be binding upon the Trustee.

7.4 (a) Any Trustee hereunder may resign at any time by giving written notice to the adult income Beneficiaries and guardians of any minor income Beneficiaries. Any Trustee may be removed upon the majority vote of the income Beneficiaries and guardians of any minor income Beneficiaries. Provided, however, that the successor Trustee shall be a National Bank or Private Trust Company.

(b) Upon acceptance of the appointment by any successor Trustee, the retiring or removed Trustee shall pay over, deliver, assign or convey to the successor Trustee all of the Trust Principal and all accumulated and undistributed income and make a full and proper accounting to the Beneficiaries (or guardian of any minor Beneficiary) whereupon the Trustee shall have no further duty to function as Trustee.

(c) Any successor Trustee hereunder shall have all of the title, powers and discretion of the Trustee succeeded, without the necessity of any conveyance or transfer. All references herein to Trustee shall apply equally to all successor Trustees.

(d) No successor Trustee shall be under any duty to examine, verify, question or audit the books or accounts or transactions of the Trustee succeeded, nor shall any such Trustee have any responsibility for any act or omission of such predecessor.

7.5 This instrument and the dispositions hereunder shall be construed and regulated and their validity and effect shall be determined by the laws of the State of Tennessee; however, in any conflict with Section 664 of the Code, the regulations thereunder or any other existing or hereafter promulgated legislative or Treasury requirements for the qualification of the unitrust and for the Grantors' obtaining the full benefit of any income, gift and estate tax charitable deductions to which they and their estates may be entitled, Section 664 of the Code, the regulations thereunder and the legislative and Treasury requirements shall govern.

ARTICLE VIII

The Trustee acknowledges receipt of the property set forth on the attached schedule, accepts the Trust hereby created and covenants that she will faithfully discharge all of her duties as Trustee in accordance with the terms and provisions of this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this agreement in duplicate originals the date and year above written.

GRANTORS:

Harry H. Malone
Harry Hugh Malone

Edith P. Malone
Edith P. Malone

TRUSTEE:

Edith P. Malone
Edith P. Malone

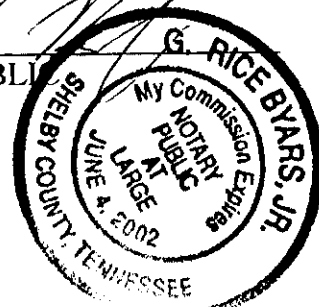
STATE OF TENNESSEE
COUNTY OF SHELBY

On this 23 day of September, 1998, before me personally appeared **Harry Hugh Malone** and **Edith P. Malone** to me known to be the persons described in and who executed the foregoing instrument for the purposes therein contained, and acknowledged that they executed and delivered the same as their free act and deed.

WITNESS my hand, at office in Shelby County, Tennessee, on the date aforesaid.

My Commission Expires:

G. Rice Byars, Jr.
NOTARY PUBLIC



SCHEDULE A TO

MALONE CHARITABLE REMAINDER TRUST

The following property is transferred by Grantors to Trustee:

Forty percent (40%) of Grantors' one-half (1/2) interest in the following property:

Section 29, Township 1, Range 5, DeSoto County, Mississippi, except 80 acres on the South part of said Section formerly owned by W.J. Bailey, and 203 and ½ acres of the West part of Section 28, Township 1, Range 5, DeSoto County, Mississippi.

BOOK

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STATE MS. - DESOTO CO.
FILED

SCHEDULE A TO

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MALONE CHARITABLE REMAINDER TRUST

BK 79 PG 203
W.E. DAVIS CH. CLK.

The following property is transferred by Grantors to Trustee:

Forty percent (40%) of Grantors' one-half (1/2) interest in the following property:

Section 29, Township 1, Range 5, DeSoto County, Mississippi, except 80 acres on the South part of said Section formerly owned by W.J. Bailey, and 203 and 1/2 acres of the West part of Section 28, Township 1, Range 5, DeSoto County, Mississippi.

This Instrument Prepared By
and Return to:

M. Anderson Cobb, Jr.
6445 Poplar Avenue, Suite 202
Memphis, Tennessee 38119
901-682-1455